

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM375538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
SEQUENCE:	4		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMTECH TELECOMMUNICATIONS CORP.		02/23/2016	CORPORATION: DELAWARE
COMTECH EF DATA CORP.		02/23/2016	CORPORATION: DELAWARE
Comtech Xicom Technology, Inc.		02/23/2016	CORPORATION: CALIFORNIA
COMTECH PST CORP.		02/23/2016	CORPORATION: NEW YORK
Comtech Mobile Datacom Corporation		02/23/2016	CORPORATION: DELAWARE
Telecommunication Systems, Inc.		02/23/2016	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	CITIBANK N.A., as Administrative Agent		
Street Address:	730 VETERANS MEMORIAL HIGHWAY		
City:	HAUPPAUGE		
State/Country:	NEW YORK		
Postal Code:	11788		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 90			
Property Type	Number	Word Mark	
Registration Number:	2290852	C	
Registration Number:	2290851	COMTECH TELECOMMUNICATIONS CORP.	
Registration Number:	3645840	COMTECH EF DATA	
Registration Number:	3645843	C COMTECH EF DATA	
Registration Number:	2002075	STAMPEDE	
Registration Number:	2865842	AUTO ZIP	
Registration Number:	2097613	STAMPEDE TURBO GOLD	
Registration Number:	2189802	TURBO GOLD	
Registration Number:	3393403	STAMPEDE APPLICATION ACCELERATION SERIES	
Registration Number:	3287231	ACCELERATION ON-DEMAND	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3393405	STAMPEDE WEB 2.0 PERFORMANCE SERIES
Registration Number:	4200195	METACARRIER
Registration Number:	3211777	ACCESSGATE
Registration Number:	3225587	TURBOVR
Registration Number:	3700415	VERSAFEC
Registration Number:	2986497	CARRIER-IN-CARRIER
Registration Number:	3038282	EASYCONNECT
Registration Number:	4224949	TURBOIP
Registration Number:	4552650	NETVUE
Registration Number:	4024474	COMTECH XICOM TECHNOLOGY
Registration Number:	2835689	COMTECH PST
Registration Number:	4560699	AOE
Registration Number:	4735573	AOE
Registration Number:	4597862	AOE ART OF EXPLOITATION
Registration Number:	4155484	ART OF EXPLOITATION
Registration Number:	4155487	ART OF EXPLOITATION
Registration Number:	3764595	ATLASBOOK
Registration Number:	3884555	BGADRIVE
Registration Number:	3098720	CONNECTIONS THAT MATTER
Registration Number:	4736665	DEFENDER9-1-1
Registration Number:	4786194	DOPPLERNAV
Registration Number:	2405074	ENABLING CONVERGENT TECHNOLOGIES
Registration Number:	4092129	GALATEA
Registration Number:	3848376	GEOPOKE
Registration Number:	4429893	GEM9-1-1
Registration Number:	3874099	GOKIVO
Registration Number:	3874100	GOKIVO
Registration Number:	3877638	GOKIVO
Registration Number:	3877639	GOKIVO
Registration Number:	4544946	IMPACT
Registration Number:	4691909	LIVEWIRE9-1-1
Registration Number:	3773449	LOCTRONIX
Registration Number:	2606467	MO CHAT
Registration Number:	3873670	MOND
Registration Number:	3827671	NAVBUILDER
Registration Number:	4607422	PERFORMANSORE
Registration Number:	4044205	PROTEUS
Registration Number:	4691908	RAVE9-1-1

Property Type	Number	Word Mark
Registration Number:	2748767	SWIFTLINK
Registration Number:	3689020	SWIFTLINK
Registration Number:	1679651	TCS
Registration Number:	3527898	TCS VOIP VERIFY
Registration Number:	2431278	THE ART OF WHERE
Registration Number:	4296552	TOTALCOM
Registration Number:	3871087	TRAFFICBUILDER
Registration Number:	3927335	TRITON
Registration Number:	4657215	VIRTUMEDIX
Registration Number:	4626057	V
Registration Number:	3785760	VOIP VERIFY
Registration Number:	2260659	XYPOINT
Registration Number:	2423366	XYPOINT
Registration Number:	4779146	WORKFORCE LOCATOR
Serial Number:	86267843	SPECTRUMVUE
Serial Number:	86528559	HEIGHTS
Serial Number:	86831204	DUROSTREAM
Serial Number:	86831235	
Serial Number:	85141133	INTELLITRUCK
Serial Number:	86650194	CYBER9-1-1
Serial Number:	86561706	GEMINI
Serial Number:	85929780	GEONEXUS
Serial Number:	86561700	INTREPID9-1-1
Serial Number:	86659930	INTREPID9-1-1
Serial Number:	86629507	JAX9-1-1
Serial Number:	86678649	LOCATING ANYTHING, EVERYWHERE
Serial Number:	86659507	LOOK4
Serial Number:	86646128	LOOK4
Serial Number:	86678642	LYNX
Serial Number:	86614119	P
Serial Number:	85087797	TCS
Serial Number:	85030790	TCS
Serial Number:	85087657	TCS
Serial Number:	85030710	TCS
Serial Number:	86658253	TCS DEPLOYABLE COMMUNICATIONS
Serial Number:	86686250	TCS FAMILY LOCATOR
Serial Number:	86658079	TCS NAVTEL
Serial Number:	86618253	TCS ULTRA

Property Type	Number	Word Mark
Serial Number:	85082197	TCS TELECOMMUNICATION SYSTEMS ENABLING C
Serial Number:	86068086	TRUSTED CIRCLE
Serial Number:	86629574	VOLTE9-1-1
Serial Number:	86215102	EMEDIA

CORRESPONDENCE DATA

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-40920
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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SIGNATURE:	/pja/
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DATE SIGNED:	03/03/2016
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Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT dated as of February 23, 2016 (this "Agreement"), among Comtech Telecommunications Corp., a Delaware corporation (the "Borrower"), the other Subsidiary Loan Parties from time to time party hereto and Citibank, N.A. ("Citi"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of February 23, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and Citi, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of February 23, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Subsidiary Loan Parties from time to time party thereto and Citi, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower, and the Issuing Bank is willing to issue Letters of Credit for the account of the Borrower and each Subsidiary Loan Party, subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks (other than any "intent to use" trademark application for which a statement of use has not been filed with the United States Patent and Trademark Office, but only to the extent that the grant of the Security Interest would invalidate such trademark application), service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection

therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

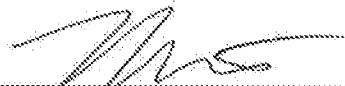
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

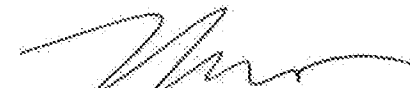
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

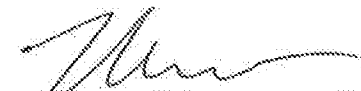
COMTECH TELECOMMUNICATIONS CORP.

By: 
Name: Michael D. Porcelain
Title: Senior Vice President and Chief
Financial Officer

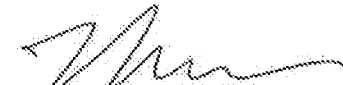
COMTECH EF DATA CORP.

By: 
Name: Michael D. Porcelain
Title: Chief Accounting Officer

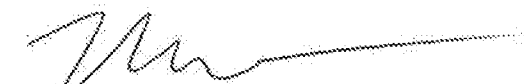
COMTECH XICOM TECHNOLOGY, INC.

By: 
Name: Michael D. Porcelain
Title: Chief Financial Officer

COMTECH SYSTEMS, INC.

By: 
Name: Michael D. Porcelain
Title: Chief Accounting Officer

COMTECH PST CORP.

By: 
Name: Michael D. Porcelain
Title: Chief Accounting Officer

COMTECH MOBILE DATACOM
CORPORATION

By: 

Name: Michael D. Porcelain

Title: Chief Accounting Officer

ANGELS ACQUISITION CORP.

By: 

Name: Michael D. Porcelain

Title: Chief Financial Officer and Treasurer

ARMER COMMUNICATIONS ENGINEERING
SERVICES, INC.

By: 

Name: Michael D. Porcelain

Title: Chief Financial Officer and Treasurer

COMTECH AEROASTRO, INC.

By: 

Name: Michael D. Porcelain

Title: Chief Financial Officer and Treasurer

COMTECH ANTENNA SYSTEMS, INC.

By: 

Name: Michael D. Porcelain

Title: Chief Financial Officer and Treasurer

COMTECH COMMUNICATIONS
CORPORATION

By: 

Name: Michael D. Porcelain

Title: Chief Financial Officer and Treasurer

COMTECH COMSTREAM, INC.

By: 

Name: Michael D. Porcelain

Title: Chief Financial Officer and Treasurer

COMTECH SYSTEMS INTERNATIONAL, INC.

By: 

Name: Michael D. Porcelain

Title: Chief Financial Officer and Treasurer

COMTECH TOLT TECHNOLOGIES, INC.

By: 

Name: Michael D. Porcelain

Title: Chief Financial Officer and Treasurer

TIERNAN RADYNE COMSTREAM, INC.

By: 

Name: Michael D. Porcelain

Title: Chief Financial Officer and Treasurer

COMTECH CPI ELECTRON DEVICES CORP.

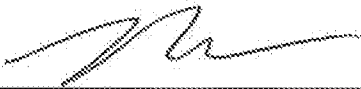
By: 

Name: Michael D. Porcelain

Title: Treasurer

[Signature Page to Trademark Security Agreement]

COMTECH CPI MICROWAVE CORP.

By: 
Name: Michael D. Porcelain
Title: Treasurer

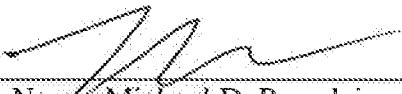
TELECOMMUNICATION SYSTEMS, INC.

By: 
Name: Michael D. Porcelain
Title: Chief Financial Officer and Treasurer

NETWORKS IN MOTION, INC.

By: 
Name: Michael D. Porcelain
Title: Chief Financial Officer and Treasurer


SOLVERN INNOVATIONS, INC.

By: 
Name: Michael D. Porcelain
Title: Chief Financial Officer and Treasurer

MICRODATA, LLC

By: 
Name: Michael D. Porcelain
Title: Chief Financial Officer and Treasurer

MICRODATA GIS, INC.

By: 
Name: Michael D. Porcelain
Title: Chief Financial Officer and Treasurer

MAPLE ACQUISITION LLC

By: 
Name: Michael D. Porcelain
Title: Chief Financial Officer and Treasurer

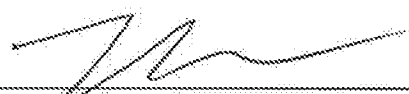
NEXTGEN COMMUNICATIONS, INC.

By: 
Name: Michael D. Porcelain
Title: Chief Financial Officer and Treasurer

NEXTGEN COMMUNICATIONS, INC.

By: 
Name: Michael D. Porcelain
Title: Chief Financial Officer and Treasurer

OLIVE ACQUISITION LLC

By: 
Name: Michael D. Porcelain
Title: Chief Financial Officer and Treasurer

COMTECH TECHNOLOGIES

By:

A handwritten signature in dark ink, appearing to read "Stanton Sloane", written over a horizontal line.

Name: Stanton Sloane

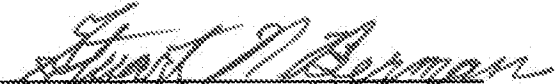
Title: Venture Manager

[Signature Page to Trademark Security Agreement]

TRADEMARK
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CITIBANK, N.A., as
Administrative Agent,

by

A handwritten signature in dark ink, appearing to read "Stuart N. Berman", written over a horizontal line.

Name:

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 005745 FRAME: 0901

SCHEDULE I

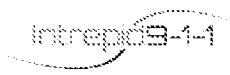
Trademarks and Trademark Licenses





Owner	Mark	Registration Number	Registration Date/Filing Date
Comtech Telecommunications Corp.	C & Globe Design	2290852	11/9/1999
	Comtech Telecommunications Corp. & Globe Design	2290851	11/9/1999
Comtech EF Data Corp.	Comtech EF Data	3645840	6/30/2009
	Logo (Comtech EF Data)	3645843	6/30/2009
	Stampede & design	2002075	9/24/1996
	AutoZip	2865842	7/20/2004
	Stampede TurboGold	2097613	9/16/1997
	TurboGold	2189802	9/15/1998
	Stampede Application Acceleration Series	3393403	3/4/2008
	Acceleration On-Demand	3287231	8/28/2007
	Stampede Web 2.0 Performance Series	3393405	3/4/2008
	Stampede & Design (Canada)	480050	8/11/1997
	WebRider (Canada)	671194	8/26/2006
	Metacarrier	4200195	8/28/2012
	Accessgate	3211777	3/20/2007
	Turbovr	3225587	4/3/2007
	Versafec	3700415	10/20/2009
	Carrier-In-Carrier	2986497	8/16/2005
	Easyconnect	3038282	1/3/2006
	Turboip	4224949	10/16/2012
	Netvue	4552650	6/17/2014
Comtech Xicom Technology, Inc.	Comtech Xicom Technology	4,024,474	9/13/2011
Comtech Systems, Inc.	None		
Comtech PST Corp.	Comtech PST & Globe Design	2835689	4/27/2004
Comtech Mobile Datacom Corporation	Comtech Marinenet Plus Design	010203875 (application and registration number)	1/20/2012
Comtech Technologies	None		
Angels Acquisition Corp.	None		
ARMER Communications Engineering Services, Inc.	None		
Comtech AeroAstro, Inc.	None		
Comtech Antenna Systems, Inc.	None		
Comtech Communications Corporation	None		
Comtech Comstream, Inc.	None		
Comtech Systems International, Inc.	None		
Comtech Tolt Technologies, Inc.	None		
Tiernan Radyne Comstream, Inc.	None		
Comtech CPI Electron Devices Corp.	None		
Comtech CPI Microwave Corp.	None		

TeleCommunication Systems, Inc.		4,560,699	2/29/2012
		4,735,573	2/29/2012
		4,597,862	11/8/2012
	ART OF EXPLOITATION	4,155,484	4/20/2011
	ART OF EXPLOITATION	4,155,487	4/20/2011
	ATLASBOOK	3,764,595	10/30/2008
	BGADRIVE	3,884,555	3/30/2010
	CONNECTIONS THAT MATTER	3,098,720	12/5/2001
	DEFENDER9-1-1	4,736,665	5/28/2014
	DOPPLERNAV	4,786,194	10/18/2012
	ENABLING CONVERGENT TECHNOLOGIES	2,405,074	5/5/1998
	GALATEA	4,092,129	11/28/2010
	GEM9-1-1	4,429,893	10/24/2012
	GEOPOKE	3,848,376	10/30/2008
	GEM 9-1-1	4,429,893	10/24/2012
	GOKIVO	3,874,099	1/28/2009
	GOKIVO	3,874,100	1/28/2009
		3,877,638	5/12/2009
		3,877,639	5/12/2009
	IMPACT	4,544,946	5/10/2013
	LIVEWIRE9-1-1	4,691,909	7/10/2014
	LOCTRONIX	3,773,449	6/9/2009
	MO CHAT	2,606,467	2/18/2000
	MOND	3,873,670	11/13/2006
	NAVBUILER	3,827,671	12/21/2009
	PERFORMANSORE	4,607,422	5/30/2013
	PROTEUS	4,044,205	1/6/2011
	RAVE9-1-1	4691908	7/10/2014
	SWIFTLINK	2,748,767	10/3/2001
	SWIFTLINK	3,689,020	3/12/2009
		1,679,651	11/2/1989
	TCS VOIP VERIFY	3,527,898	5/24/2005
	THE ART OF WHERE	2,431,278	12/20/1999
	TOTALCOM	4,296,552	5/9/2012
	TRAFFICBUILDER	3,871,087	2/18/2009
	TRITON	3,927,335	5/12/2009
	VIRTUMEDIX	4657215	8/12/2013
	VIRTUMEDIX ICON	4,626,057	8/30/2013
			
	VOIP VERIFY	3,785,760	1/13/2009

	XYPOINT	2,260,659	2/5/1998
	XYPOINT	2,423,366	2/15/2000
	WORKFORCE LOCATOR	4,779,146	03/29/2014
Networks In Motion, Inc.	None		
Solvern Innovations, Inc.	None		
microDATA, LLC	None		
microDATA GIS, Inc.	None		
Maple Acquisition LLC	None		
NextGen Communications, Inc.	None		
NextGen Communications, Inc.	None		
Olive Acquisition LLC	None		

Trademark Applications

Owner	Mark	Application Number	Registration Date/Filing Date
Comtech Telecommunications Corp.	None		
Comtech EF Data Corp.	SPECTRUMVUE	86267843	Pending
	HEIGHTS	86528559	Pending
	DUROSTREAM	86831204	Pending
	LOGO FOR DUROSTREAM	86831235	Pending
Comtech Xicom Technology, Inc.	None		
Comtech Systems, Inc.	None		
Comtech PST Corp.	None		
Comtech Mobile Datacom Corporation	Intellitruck	85/141,133	9/29/ 2010
Comtech Technologies	None		
Angels Acquisition Corp.	None		
ARMER Communications Engineering Services, Inc.	None		
Comtech AeroAstro, Inc.	None		
Comtech Antenna Systems, Inc.	None		
Comtech Communications Corporation	None		
Comtech Comstream, Inc.	None		
Comtech Systems International, Inc.	None		
Comtech Tolt Technologies, Inc.	None		
Tiernan Radyne Comstream, Inc.	None		
Comtech CPI Electron Devices Corp.	None		
Comtech CPI Microwave Corp.	None		
TeleCommunication Systems, Inc.	CYBER9-1-1	86650194	6/3/2015
	EMEDIA	8215102	3/7/2014
	EMERGENCY COMMUNICATIONS EVOLVED	8570313	3/19/2015
	GEMINI	86561706	3/12/2015
	GeoNexus	85929780	5/13/2013
	INTREPID9-1-1	86561,700	3/12/2015
		86/659,930	6/11/2015
	JAX9-1-1	86/629,507	5/14/2015

	LOCATING ANYTHING, EVERYWHERE	86/678,649	6/30/2015
	LOOK & Design	86/659,507	6/11/2015
	LOOK4	86/646,128	5/29/2015
	LYNX	86/678,642	6/30/2015
		86/614,119	4/29/2015
		85/087,797	7/19/2010
		85/030,790	5/5/2010
	TCS	85/087,657	7/19/2010
	TCS	85/030,710	5/5/2010
	TCS DEPLOYABLE COMMUNICATIONS	86/658,253	6/10/2015
	TCS FAMILY LOCATOR	86/686,250	7/8/2015
	TCS NavTel	86/658,079	6/10/2015
	TCS ULTRA	86/618,253	5/4/2015
	 TCS Communications Systems Enabling Convergent Networks	85/082,197	7/12/2010
	TRUSTED CIRCLE	86/068,086	9/18/2013
	VoLTE9-1-1	86/629,574	5/14/2015
Networks In Motion, Inc.	None		
Solvern Innovations, Inc.	None		
microDATA, LLC	None		
microDATA GIS, Inc.	None		
Maple Acquisition LLC	None		
NextGen Communications, Inc.	None		
NextGen Communications, Inc.	None		
Olive Acquisition LLC	None		